

**TOWN OF WARREN
REQUEST FOR PROPOSALS
PITCHER INN- TERRACE FLOOD PROOFING**

**Hazard Mitigation #02140-34000-100
Issued: April 21, 2016 Due: May 10, 2016**

The Town of Warren is seeking bids for the Pitcher Inn – Terrace Flood Proofing Project. Project was awarded FEMA Funding after Tropical Storm Irene. The project will consist of footing and sump pump excavation; installation of cast-in-place concrete footings; procurement and design of deployable flood-panel system; installation of concrete anchors and reinforcement; flagstone patio that is disturbed to install the flood protection measures; and other work as indicated on the project plans.

Responses are due no later than 10:00am, May 10, 2016, at the Warren Town Office, PO Box 337, 42 Cemetery Road, Warren, VT 05674. Plans and specifications may be view on or after April 21, 2016 at the following locations: The Pitcher Inn, Works in Progress, Inc. 20 Farrell Street, South Burlington, VT 05403-6112 or at the Town of Warren Municipal Office. **A pre-bid mandatory meeting will be held at the rear terrace of The Pitcher Inn on May 3rd, 2016 at 10:00am.** All bids will be opened directly afterward at the Pitcher Inn.

All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," The Pitcher Inn- Terrace Flood Proofing, Project, the bidder's name, and the date and time for receipt of bids. For more information contact Town Administrator Cindi Jones, at (802) 496-2709x23, by email at cjones@warrenvt.org, or on line at www.warrenvt.org. All questions shall be transmitted in writing to Jeff Zweber, PE; Engineering Ventures, PC; 208 Flynn Ave Ste 2A; jeffz@engineeringventures.com; 802-863-6225.

PROJECT MANUAL

TERRACE FLOOD PROOFING

FOR

THE PITCHER INN
275 MAIN STREET
WARREN, VERMONT 05674

(802) 496-6350

April 2016

ENGINEER'S PROJECT # 11448



**ENGINEERING
VENTURES PC**

**208 Flynn Avenue, Suite 2A
Burlington, VT 05401
tel. 802.863.6225**

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**INVITATION FOR BIDS
PITCHER INN – TERRACE FLOOD PROOFING**

Sealed bids from qualified contractors for construction of the project hereinafter described will be **accepted until 10:00 a.m. May 10, 2016** at the Town of Warren Town Office at 42 Cemetery Rd, Warren, VT 05674 Bid opening will occur immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

Sealed BIDS shall be marked in the lower left hand corner: **“Bid Documents: Pitcher Inn—Terrace Flood Proofing Bid.”**

Each BID must be accompanied by a certified check payable to the Pitcher Inn for five percent (5%) of the total amount of the BID. A BID bond in accordance with Vermont AOT standards may be used in lieu of a certified check.

LOCATION: The proposed work is located at The Pitcher Inn; 275 Main Street; Warren, VT 05674.

PREBID CONFERENCE: A mandatory pre-bid conference will be held for the project at 10:00 a.m. on May 3rd, meeting on the rear terrace of The Pitcher Inn.

TYPE OF CONSTRUCTION: The project will consist of footing and sump pump excavation; installation of cast-in-place concrete footings; procurement and design of a deployable flood-panel system; installation of concrete anchors and reinforcement; installation of a sump basin, electrical supply, pump and piping; replacement in-kind of a flagstone patio that is disturbed to install the flood protection measures; and other work as indicated on the Project Plans.

PROJECT WORK AREAS: The project will occur behind The Pitcher Inn in the Rear Patio and garden. The work will occur on land owned by The Pitcher Inn. All location of all work is shown on the Project Plans.

PROJECT SCHEDULE:

The contractor can begin the fabrication and procurement of materials once a notice-to-proceed is issued and after an Agreement is in place with the selected bidder. However, the selected contractor must perform all onsite work on or after November 1st, 2016 and Substantial Completion must occur before December 15th, 2016. Final Completion must occur before December 31, 2016. Hours of onsite work are limited to 7AM to 7 PM Monday through Saturday.

LIQUIDATED DAMAGES:

The contractor will be assessed \$700 per day of liquidated damages for failure to complete the project on or before the dates specified above. The assessment of liquidated damages will be determined in accordance with the provisions of the Vermont Agency of Transportation 2011 Standard Specifications for Construction.

COST OF PLANS: Plans and Specifications may be purchased at Blueprints, Etc., 20 Farrell Street, South Burlington, VT 05403. PH: (802) 865-4503. Payment for plans will be made directly to Blueprints, Etc by the bidder.

PLANS AND SPECIFICATIONS MAY BE VIEWED ON OR AFTER April 21, 2016 AT THE FOLLOWING LOCATIONS:

1. The Pitcher Inn
2. Works in Progress, Inc. 20 Farrell Street, South Burlington, Vermont 05403-6112.

QUESTIONS: During the advertisement phase of this project, all questions shall be transmitted in writing to Jeff Zweber, PE; Engineering Ventures, PC; 208 Flynn Ave Ste 2A; jeffz@engineeringventures.com; 802-863-6225. Questions must be received at least 4 days prior to the bid opening.

NON-COLLUSION AFFIDAVIT: All bidders will be required to execute a sworn statement, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91).

DAVIS BACON WAGE REQUIREMENTS: Bidders agree to abide by the Davis Bacon Wage Rate Schedule, which are appended to these Contract Documents.

DEBARMENT AFFIDAVIT: All bidders will be required to execute a sworn statement, certifying that the bidder has not within the last three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted or had civil judgment rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. See Appendix B for Debarment and Non-Collusion Affidavit (CA-91).

NON-DISCRIMINATION IN FEDERALLY ASSISTED CONTRACTS: The Pitcher Inn hereby notifies all bidders that it will insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, religion, sex or national origin for an award.

GRANT REQUIREMENTS FOR BIDDER OR CONTRACTOR: This project is funded by a State of Vermont Standard Subrecipient Agreement (Federal Fund Source to Non-State Subrecipient). The Grant/Agreement# is 02140-34000-100 and is included with the Bid Documents. All bidders and the Contractor (including all sub-contractors),

shall meet and be bound by all requirements of the referenced Grant/Agreement. Where the Grant Agreement indicates subrecipient, Town of Warren, Party, or grantee, for purposes of the Bid, it shall be considered to refer to the Bidder.

The construction contract will be awarded to the lowest responsible responsive bidder. In no event, will the construction contract exceed the maximum-limiting-amount of the construction portion of the grant. The amount of the grant allocated to the construction contract is \$41,000.

ACCEPTANCE OF BIDS: The Pitcher Inn reserves the right to reject any or all bids, to waive any formality and any and all technicalities in bids and to accept such bids as may be deemed in the best interest of The Pitcher Inn.

INSTRUCTIONS FOR BIDDERS

1. Bid Preparation and Submission

- a. Bidders are expected to examine the specifications, drawings, all instructions and, the construction site. Failure to do so will be at the bidders' risk.
- b. All bids must be submitted on the forms provided by the Owner. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidders name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of the agent's authority. (Bidders should retain a copy of their bid for their own records.)
- c. All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.
- d. This solicitation requires bidding on all items. Failure to bid on all items will disqualify the bid.
- e. Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- f. Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph, facsimile (fax) machines, or email will not be considered.
- g. All blank spaces under the page(s) headed "Schedule of Items" must be filled in with ink or typewriter in both words and figures indicating the unit price for each respective bid item. The bid total shall also be entered in words and figures.
- h. In case of a discrepancy between a unit price written in words and one entered in figures, the price written in words shall govern.
- i. In case of a discrepancy between the bid total written in words and that entered as a figure, the adjusted figure shall govern.
- j. The estimate quantities are not guaranteed but are given as a basis for the comparison of bids.

2. Explanation and Interpretation to Prospective Bidders

- a. Any prospective bidder desiring an explanation or interpretation of the solicitation, specification, drawings, etc., must request it at least 4 days before the scheduled time for bid opening. Requests must be written. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given to a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written addendum to the solicitation, if that information is necessary in submitting bids, or if lack of it would be prejudicial to other prospective bidders.
- b. Any information obtained by, or provided to, a bidder other than by formal addendum to the solicitation shall not constitute a change to the solicitation.

3. Addendum to Invitation for Bids

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Bidders shall acknowledge receipt of any addendum to this solicitation (1) by identifying the addendum number and date on the bid form, or (2) by letter, telegram, or facsimile, if those methods are authorized in this solicitation. Bids which fail to acknowledge the bidders receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the Owner's requirements.
- c. Addenda will be on file in the office of the Owner for inspection.

4. Errors and/or Inconsistencies in Contract Documents

- a. By submitting a request for a proposal a prospective bidder/contractor certifies that it shall report in writing to the Owner any error or inconsistency discovered in the plans, proposal, specifications, or contract documents immediately upon discovery of such error or inconsistency.
- b. By submitting a request for a proposal a prospective bidder/contractor certifies that it shall assert no claim, cause of action, litigation, or defense against the Owner unless notice was provided to the Owner in writing of any error or inconsistency found in the plans, proposal, specifications, and/or contract documents immediately upon discovery of such error or inconsistency.

6. Availability of Lands for Work, Etc.

- a. The lands upon which the Work is to be performed and easement for access thereto and other lands designated for use by the contractor in performing the Work are identified on the project plans.

7. Compliance with Laws, Ordinances and Regulations

- a. By submitting a bid an entity certifies that it is familiar with all Federal, State and local laws, ordinances and regulations which affect in any way the materials, equipment.
- b. By submitting a bid an entity certifies that it shall forthwith report in writing to the Owner any provision in the plans, proposal, specifications or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State or local law, ordinance, or regulation.
- c. An entity further certifies that if it fails to notify the Owner of any differing site conditions, it shall waive any and all rights that it might have to additional compensation from the Owner for additional work as a result of the differing site conditions and that it shall not bring a claim for additional compensation because of differing site conditions.
- d. By submitting a bid a prospective bidder/contractor certifies that no claim or defense of ignorance or misunderstanding concerning Federal, State or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the Owner in claims, litigation, alternative dispute resolution procedures, or other matters concerning the contract for which the bid is submitted.
- e. A certified copy of each weekly payroll must be submitted by the prime contractor and each subcontractor within seven days after the regular payment date thereof. The weekly payroll copy must be accompanied with a certificate of compliance indicating that the attached payroll is correct and complete. Payrolls must be complete. The prime contractor is responsible for the submittal of payrolls by subcontractors. All basic records pertaining to the payrolls must be preserved for a period of three years after completion of the project.

9. Bid Opening

- a. All bids received by the date and time specified in the solicitation will be publically opened and total bid amounts read aloud. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

- b. All copies of the Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Sealed Bid Enclosed" on the face thereof.

11. Rejection of Proposals

- a. The Owner may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if in its sole judgment, or that of the awarding authority, the best interests of the Owner, or the awarding authority, will be served.
- b. A proposal submitted without a completed Debarment and Non-Collusion Affidavit will be rejected.
- c. A proposal submitted without a signed Contractors Equal Employment Certification Form will be rejected.
- d. Bids which fail to acknowledge the bidders receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the Owner's requirements.

12. Contract Award

- a. The Owner will evaluate bids in response to this solicitation without discussions and intends to award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Owner considering price and qualifications of the Bidder.
- b. The Owner may reject any and all bids, waive any or all technicalities, and/or advertise for new proposals if in its sole judgment the best interests of the Owner will be served.

13. Bid Guarantee

- a. All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in

the State of Vermont. Bid guarantees submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within thirty-five calendar days following the opening of bids, all proposals may be rejected and all guarantees may be returned.

14. Contract Bonds

- a. A successful bidder entering into a contract for any portion of the work included in a proposal shall provide the Owner sufficient surety in the form of; 1) a labor and materials bond, and 2) a compliance bond, both as required by 19 V.S.A. Section 10(8) and (9).
- b. Each bond shall be in a sum equal to one hundred percent (100%) of the contract awarded.
- c. The labor and materials bond shall guarantee the payment in full of all bills and accounts for materials and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.
- d. The compliance bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.
- e. The form of the bond shall be that provided by the Owner, and the surety shall be acceptable to the State. The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

16. Taxes and Insurance Requirements

Insurance for this project shall be as indicated in Section 7 of Attachment C of the Grant Agreement and in the following amounts:

Workers Compensation: Statutory Limits

Commercial Liability an Property Damage:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate applying, in total, to this project only

\$1,000,000 Products/completed Operations Aggregate

\$50,000 Fire/Legal/Liability

Automobile Liability:

Combined Single Limit \$1,000,000 Each Occurrence

18. Preconstruction Conference

- a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Owner and its Engineer, and other interested parties convened by the Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The Owner will provide the successful bidder with the date, time and place of the conference.

23. Hours of Work

The Contractor is limited to working 8:00 AM to 4:00 PM, Monday through Saturday unless a waiver is requested in writing and is granted by the Owner.

28. Contract Documents

The following documents are included in this proposal and are effective for this contract. Proposal holders are reminded to check the contents of this proposal against the index. In the event that you suspect or determine the proposal is incomplete, notify the Owner. For a list of Contract Documents see the Table of Contents of the Project Manual.

BID PROPOSAL FORM

Proposal of _____ (hereinafter called Bidder),
organized and existing under the laws of the State of Vermont doing business as

(a corporation, a partnership, of an individual)

To **The Pitcher Inn** (hereinafter called **Owner**)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is as indicated in the Invitation to Bid or as modified by any issued addendum.

Bidder acknowledges receipt of the following Addenda:

Bidder agrees to perform all the Work described in the Contract Documents for the following stipulated lump-sum price. Unqualified bids will not be accepted. Bids shall include all applicable taxes and fees.

The lump-sum stipulated price includes that cost for Work shown on the Drawings or required by the Project Manual, Specifications or Grant Agreement.

Stipulated price for all work shown on the project plans: \$ _____

using words _____

The above prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Contractor

By

Title

Business Address

City

State

Date

ATTEST _____

DUNS # _____

The Pitcher Inn Contract Agreement

This agreement is made this _____ day of 20__ between

The Pitcher Inn hereinafter called the Owner and

_____, a corporation, incorporated under the laws of the State of Vermont, its successors and assigns hereinafter called the Contractor.

That the Contractor, for and in consideration of the payment or payments herein specified to by the Owner, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor in the improvement of a certain project in the Owner, described as:

at the stipulated price bid by said Contractor for the work in the sum of \$ _____
_____ dollars

(using words)

and such other items as are mentioned in the original proposal, which proposal and prices named, together with project specifications are made part of this Contract and accepted as such with the verified project drawings.

The Contractor further covenants and agrees that all of said work and labor shall be done and performed in the best and most workmanlike manner and that all and every of said materials and labor shall be in strict and entire conformity, in every respect, with project specifications and project drawings and shall be subject to the inspection and approval of the Owner or duly authorized representative. In case any of said material or labor shall be rejected by the Owner or representative, as defective or unsuitable, then the said materials shall be removed and replaced with other approved materials and the said labor shall be done anew, to the satisfaction and approval of the Owner or representative, at the cost and expense of the Contractor. Project Drawings and Specifications are incorporated herein, made a part of this Contract, and accepted assuch.

The Contractor further covenants and agrees that all and every of the said materials shall be furnished and delivered and all and every of the said labor shall be done and performed in every

respect to the satisfaction and approval of the Owner on or before _____ after written notice has been given by the Owner to begin work.

It is expressly understood and agreed that in case of the failure on the part of the Contractor, for any reason except as herein provided, to complete the furnishing and delivery of the said

materials and the doing and performance of said work on or before _____ the Owner shall deduct from any monies due or which may become due the Contractor, or if no monies shall be due, the Owner shall have the right to recover the amount of Liquidated damages as provided in the Specification for each and every day elapsing between the time stipulated for the completion and the actual date of completion in accordance with the terms hereof; said deduction to be made or said sums to be recovered, not as a penalty but as liquidated damages; provided, however, that allowance shall be made by the Owner at its discretion, over the period hereinbefore specified for the completion of the said work, for causes over which said Contractor

has no control and which must delay the completion of the said work, and in such case the Contractor shall become liable for said liquidated damages for delays commencing from the date on which said extended period shall expire.

It is distinctly understood and agreed that no claim for extra work or materials, not specifically provided for herein, done or furnished by the Contractor, will be allowed nor shall the Contractor do any work or furnish any materials not covered by the Specifications and Contract, unless such work is ordered in writing by the Owner. In no event shall the Contractor incur any liability by reason of any verbal directions or instructions nor will the Owner be liable for any materials furnished or used or for any work or labor done, unless said materials, work or labor are required of said Contractor on written order by the Owner. Any such work or material which may be done or furnished by the Contractor without such written order shall be at said Contractor's own risk, cost and expense and he/she hereby covenants, and agrees that without such written order he/she shall make no claim for compensation for work or materials so done or furnished.

It is further agreed that the said Contractor shall not assign this Contract, nor any part thereof, nor any right to any monies to be paid him hereunder nor shall any part of the work to be done, or material furnished under said Contract by sublet with the consent in writing of the Owner.

It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Owner arising out of, or by reason of the work done and materials furnished under this Contract.

The Bonds given by the Contractor, a Performance / Compliance Bond in a sum equal to one-hundred (100) percent, and a Payment / Labor and Materials Bond in the sum equal to one-hundred (100) percent of the total contract price of the work to be done, to secure a proper compliance with the terms and provisions of this Contract, are hereto attached and made a part thereof.

All questions or disputes arising between the parties hereto respecting any matter pertaining to this Contract or any part thereof, or any breach of said Contract shall be referred to (designated and agreed upon party), whose decision and award shall be final, binding and conclusive upon all parties.

The Contractor hereby further agrees to receive the prices set forth in the following Schedule of Prices for full compensation for furnishing all the materials and labor which may be required in the prosecution and completion of the whole of the work to be done under this Contract and in all respects to complete said Contract to the satisfaction of the Owner.

Attachments to this agreement are those documents which are listed in the Table of Contents of the Project Manual and any Addenda duly incorporated. as specified in bid documents may include:

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

Owner:

Contractor:

By _____

By _____

Print _____

Print _____

Title _____

Title _____

Date: _____

Date _____

Notarized By:

Notarized By:

APPENDIX A

CA-91

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, _____, representing
(Official Authorized to Sign Contracts)

_____ of _____
(Individual, Partnership or Corporation) (City or State)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

_____ (Project Name)

_____ project located on _____
(Project Number) (Route or Highway)

bids opened at _____
(Town or City)

Vermont on _____, 20____.
(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: _____No _____Yes. (If yes complete back of this form.)

Sworn to before me this

_____ day of _____, 20____

_____ L.S.
(Name of Individual, Partnership or Corporation)

_____ L.S.
(Signature of Official Authorized to Sign Contracts)

_____ (Notary Public)

_____ L.S.
(Name of Individual Signing Affidavit)

(My commission expires _____)

_____ L.S.
(Title of Individual Signing Affidavit)

APPENDIX B

General Decision Number: VT160021 01/08/2016 VT21

Superseded General Decision Number: VT20150021

State: Vermont

Construction Type: Building

County: Washington County in Vermont.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016

CARP0118-009 04/01/2013

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation and Industrial; Excluding Drywall Hanging).....	\$ 20.69	17.39

IRON0007-002 03/16/2015

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 22.97	20.72

SHEE0063-005 07/01/2011

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 23.25	12.67

SUVT2011-006 02/10/2011

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 23.00	5.94
ELECTRICIAN.....	\$ 20.24	7.27

LABORER: Common or General.....	\$ 12.59	3.29
OPERATOR: Crane.....	\$ 19.50	6.08
PAINTER: Brush Only.....	\$ 16.11	4.14
PAINTER: Roller.....	\$ 16.11	4.14
PLUMBER (HVAC Pipe Installation).....	\$ 25.35	5.79
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 25.35	5.79
ROOFER.....	\$ 19.32	2.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 22.50	6.08

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

□



STATE OF VERMONT
STANDARD SUBRECIPIENT AGREEMENT
(Federal Fund Source to Non-State Subrecipient)

VERMONT DEPARTMENT OF PUBLIC SAFETY

FEDERAL PROGRAM TITLE
Hazard Mitigation Grant Program (HMGP)

AGREEMENT WITH
Town of Warren

Agreement # 02140-34000-100

Award Amount - \$38,250

DPS/GMU Use Only

SAM checked for DUNS Suspension and Debarment Exclusions
<https://www.sam.gov/portal/public/SAM/> Date: _____ Initial: _____
SAM Expiration Date: _____
Print Screen Must be Placed in Grant File

DPS Restricted Parties List Checked Date: _____ Initial: _____

Risk Assessment Completed Date: _____ Initial: _____

Single Audit Check & Delinquent SAR Completed Date: _____ Initial: _____
VT Bulletin 5 Eligibility Query

BGS Office of Purchasing & Contracting Department List Checked
Date: _____ Initial: _____ <http://bgs.vermont.gov/purchasing/debarment>

Entered In: VT Grant Tracking (VISION) Date: _____ Initial: _____

Entered In: FFATA (if \$25K or over) Date: _____ Initial: _____

Federal Fund Standard Format to Non-State Subrecipients Only

VERMONT DEPARTMENT OF PUBLIC SAFETY

STATE OF VERMONT GRANT AGREEMENT **Part 1-Grant Award Detail**

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: 02140-34000-100 ² Original Yes Amendment # _____

³ Grant Title: HMGP

⁴ Amount Previously Awarded: \$ _____ ⁵ Amount Awarded This Action: \$38,250 ⁶ Total Award Amount: \$38,250

⁷ Award Start Date: Execution Date ⁸ Award End Date: 12/1/17 ⁹ Subrecipient Award: YES NO

¹⁰ Vendor #: 40593 ¹¹ Grantee Name: Town of Warren

¹² Grantee Address: PO Box 337

¹³ City: Warren ¹⁴ State: VT ¹⁵ Zip Code: 05674

¹⁶ State Granting Agency: Department of Public Safety ¹⁷ Business Unit: 02140

¹⁸ Performance Measures: YES NO ¹⁹ Match/In-Kind: \$12,750 Description: 25%

²⁰ If this action is an amendment, the following is amended:
 Amount: Funding Allocation: Performance Period: Scope of Work: Other:

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee DUNS #: 085575769 ²² Indirect Rate: 0% ²³ FFATA: YES NO
(Approved rate or de minimis 10%)

²⁴ Grantee Fiscal Year End Month (MM format): 12 ²⁵ R&D:

²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11): Town of Warren

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$0.00	\$0.00	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
97.039	Hazard Mitigation Grant Program	\$0.00	\$38,250	\$38,250	FEMA 4022-DR-VT	10/1/11	\$21,850,997
³⁹ Federal Awarding Agency: US Department of Homeland Security		⁴⁰ Federal Award Project Description: HMGP					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Description:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Description:					

STATE OF VERMONT GRANT AGREEMENT		Part 1-Grant Award Detail			
		\$0.00	\$0.00	\$0.00	\$0.00
Federal Awarding Agency:		Federal Award Project Descr:			
		\$0.00	\$0.00	\$0.00	\$0.00
Federal Awarding Agency:		Federal Award Project Descr:			
Total Awarded - All Funds:		\$0.00	\$38,250	\$38,250	
SECTION IV - CONTACT INFORMATION					
STATE GRANTING AGENCY			GRANTEE		
NAME: Karen Mae Smith			NAME: Cindi Jones		
TITLE: Grants Management Specialist			TITLE: Administrator		
PHONE: 802-241-5458			PHONE: 802-496-2709		
EMAIL: karenmae.smith@state.vt.us			EMAIL: cjones@warrenvt.org		

Part 2 - Grant Agreement

Parties: This is an Agreement between the State of Vermont, Department of Public Safety (DPS) (hereinafter called "State"), and **Town of Warren** (hereinafter called "Subrecipient").

The Subrecipient must be in compliance with the Vermont statutory requirements relating to taxation of business entities operating within the State. If Subrecipient does not have a Business Account Number, it is the Subrecipient's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.

Subrecipient Federal Tax Identification Number: 03-600734

Subject Matter: The subject matter of this Agreement is as **outlined under Attachment A: Scope of Work to be Performed.**

Award Details: Amounts, dates and other award details are as shown in the above Agreement Part 1-Grant Award Detail. Detailed services to be provided by the Subrecipient are described in Attachment A.

Agreement Term: State will not reimburse any expenses incurred prior to the execution date of this agreement unless an Advance Notice to Proceed has been issued (DPS Form GMU-203). The execution date is defined as the date the Department of Public Safety representative(s) signs this agreement. *The only exception to this rule is for FEMA Public Assistance awards under the Stafford Act (see Attachment E for execution date details).*

Amendment: No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient. An amendment is a request to make a programmatic, administrative, or substantial financial change to this Agreement (refer to Attachment B, Payment Provisions). Examples include changes in scope of work, budget modification, and change in Subgrant term (period of performance).

Cancellation: This Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

Attachments: This Agreement consists of 17 pages including the following attachments that are incorporated herein:

Please initial that you have read and understand each Attachment

- ____ Grant Agreement-Part 1 – Grant Award Detail
- ____ Grant Agreement-Part 2
- ____ Attachment A - Scope of Work to be Performed
- ____ Attachment B - Payment Provisions
- ____ Attachment C - Customary State Agreement Provisions
- ____ Attachment D - Other Provisions
- ____ Attachment E - Funding Source Special Conditions

We, the undersigned parties, agree to be bound by this agreement, its provisions, attachments and conditions contained herein.

STATE OF VERMONT
Department of Public Safety

SUBRECIPIENT
Authorized Representative

By:

By:

Signature

Signature

Printed Name: _____
Commissioner/Deputy Commissioner

Printed Name: Andrew Cunningham

Title: Chair Select

Date: _____

Date: 3/27/15

Your signature on this agreement attests to the acceptance of all provisions, attachments and conditions contained herein.

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

Objective:

The Town of Warren will do flood proofing on Pitcher Inn, 275 Main Street, Warren, VT.

Activity to be Performed:

Project Description:

The Pitcher Inn lies on the Freeman Brook upstream of its confluence with the Mad River at 275 Main St. in the Town of Warren, VT (05674). Flooding from the Freeman Brook places as much as 4' of flood water against the lower level of The Pitcher Inn where activity rooms, storage, mechanical equipment and dining areas are located. The occurrence of flash flooding of this section of the Freeman River has increased with climate change. Presently The Pitcher Inn is experiencing flooding of its patio and garden area with as much as 4' of water on an annual basis. Typically, the lead time from the beginning of an intense rain, to flood stage of the Freeman Brook is less than one hour. Homemade flood barriers have been constructed, consisting of plywood and frames that can be installed within one hour. These homemade devices provide modest protection and still allow 2" or more of water into The Pitcher Inn during these flooding events. The goal of the hazard mitigation is to provide for the installation of flood protection devices that will be more resilient and able to be installed in less than 1 hour.

A three tiered type of defense from flood waters is the appropriate option for The Pitcher Inn. The pathways for flood water to enter the facility are open conduits and drains that need to be plugged. Electrical conduits, drains need backflow prevention devices, and cracks between jams/thresholds need to be filled. Next is the design/construction of methods to increase the flood protection barrier height at the upper garden and patio wall locations need to be designed and installed. A flash board type of defense that could quickly be installed on top of existing garden and patios walls would prevent water from cresting over the lower patio wall and from inundating the upper garden area. The stone wall scuppers of the lower patio need to have back flow prevention devices installed. The frequency of floodwaters overtopping the existing patio and garden walls is occurring on a yearly basis, and a modest increase in wall height, of approximately 1 foot should keep Freeman Brook from flooding the patio and garden areas. The next level of protection is at the door and window covering location. The design/specification and installation of door and window converging that are commercially available, providing a seal to prevent water infiltration at seams and joints, and whose permanent attachment points (imbeds or plates) do not detract from the appearance of the existing (rear) porch area. During Irene, up to 4' of flood waters inundated the Pitcher Inn's lower level. The full height converging of these 6 openings with commercial grade flood panels will protect the Inn from the 100-year storm.

The Pitcher Inn would keep Freeman Brook at bay, not flooding the garden and patio areas during annual storm events. During large storm events, the inside of The Pitcher Inn would be protected from flood water against these floods. This will prevent damage to finished space, storage and equipment areas. Drawings/photos of the new flood barriers, fabrication and track construction cost to increase the flood resistance of the patio, and the locations where these devices will be located are provided. The cost estimate was provided by a Vermont Professional Engineering Firm.

Performance Measures:

The Town of Warren will do flood proofing on Pitcher Inn, 275 Main Street, Warren, VT during this subgrant term.

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Subrecipient for services performed, up to the Federal share amount stated below, provided such services are within the scope of the Agreement and are authorized as provided for under the terms and conditions of this Agreement.

Budget Detail:

Salaries and Benefits	\$
Contractual	\$ 51,000
Supplies	\$
Travel & Mileage	\$
Equipment	\$
Other Costs	\$
Indirect Cost*	\$
Total Federal Share	\$ 38,250
Total Non-Federal Share (Match)	\$ 12,750

*Current Rate Approval Letter Must Be on File with DPS. When an indirect rate is included, it must be an approved Federally recognized indirect cost rate negotiated between the Subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the Subrecipient, or a de minimis indirect cost rate of 10%. It is also important to note that indirect rates may be subject to statutory caps of the Federal program which supersede the requirements of the Uniform Guidance. A de minimis rate may only be used by those Subrecipients that have *never had an approved indirect rate* in the past. It may not be used by State and Local Governments (including school districts). Refer to Bulletin 5 for further guidance.

During the performance of this Agreement, any of the cost categories may be increased or decreased by up to 10% of the total award without the need for an official amendment but with the prior written approval of the DPS Grant Management Unit contact shown on page 3 provided:

1. It is within the Total Award Amount in effect at the time of the adjustment
2. It does not change the Scope of Work in Attachment A

PROGRAMMATIC REPORTING REQUIREMENTS:

The subrecipient must submit programmatic reports using either the DPS Subgrant Progress Report Form or another format that includes all information required in the DPS form. Quarterly Reports and final inspection of scope of work, copies of any easements and permits are required. These should be submitted to HMGP Program Manager.

FINANCIAL REPORTING REQUIREMENTS /PAYMENT REQUESTS:

The State, at its discretion, will reimburse the Subrecipient by one of the following options depending on the needs of the Subrecipient and their standing with the State at the time they request Agreement funds:

- Reimbursement in arrears of expenditures with attached documentation. Subrecipient must submit the DPS Financial Report Form (DPS Form GMU-502F) with attached detailed documentation of incurred expenses paid to receive payment.

- Limited cash advance with prior approval. Subrecipient must submit the DPS Financial Report Form with detailed documentation of incurred expenses marked "Goods/Services received, not paid." DPS will process and make payment to Subrecipient. Next, the Subrecipient MUST make payment to the vendor and provide DPS proof of such (i.e. copy of cancelled check) within ten (10) days of receipt of the State of Vermont payment. Subrecipient shall promptly, but at least quarterly, remit interest earned on advances to DPS. The Subrecipient may keep interest amounts up to \$100 per year for administrative expenses.

Requests for reimbursement, or payment, must be made using the DPS Financial Report Form (DPS Form GMU-502F). Examples of detailed supporting documentation may include payroll reports, timesheets, general ledger reports, paid vendor invoices, and cancelled checks.

These requests must be submitted to the Vermont Department of Public Safety, Grants Management Unit, no later than the end of the month following the month in which the expenses were incurred. Please send to:

Name: Karen Mae Smith

Via postal mail: Vermont Department of Public Safety/GMU
103 South Main Street
Waterbury, VT 05671-2101

Via fax: 802-241-5553

Via email: karenmae.smith@state.vt.us

DPS will not make any payments on this Agreement unless the Subrecipient meets all provisions contained herein.

Upon final payment and verification that all reporting obligations have been met, a closeout letter will be issued to the Subrecipient.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

1. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.

3. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.

4. Appropriations: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence, Liability: The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

7. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence

\$1,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: \$1,000,000 combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

8. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

11. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

a. is not under any obligation to pay child support; or

b. is under such an obligation and is in good standing with respect to that obligation; or

c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or agreement the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or agreement agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

21. Mandatory Disclosures: In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

22. Conflict of Interest: Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section IX and Bulletin 3.5 Section IV.B.
(End of Standard Provisions)

**ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Public Safety determines to award the covered transaction, grant, or other agreement.

1. LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(3) Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C, paragraph 10.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

ALTERNATE I (GRANTEES OTHER THAN INDIVIDUALS)

- (1) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace not later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: The Place of Performance is the address provided on the Standard Grant Agreement.

___ Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.

(2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

4. ORGANIZATIONAL AND FINANCIAL REQUIREMENTS

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except that records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control and evaluation of direct and indirect costs;
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel

- iii. loss of license or accreditation to operate program
- iv. organizational restructuring.

5. SUPPLEMENTING NOT SUPPLANTING:

Federal funds must be used to supplement and not replace (or supplant) local or state funds which have been appropriated for the same purpose. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

6. FOLLOWING SUBRECIPIENT PROCEDURES:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 230. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

Circular A-133 Audits of States, Local Governments and Non-Profit Organizations,
2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other
Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,
2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations,
or other applicable Circulars, CFRs and requirements in the various federal departments' grant
management documentation nor does this imply that local policies and procedures supersede
federal directives.

ATTACHMENT E FUNDING SOURCE SPECIAL CONDITIONS

This Agreement is subject to the requirements of all federal laws, policies and bulletins. Most notably:

1. If ground disturbing activities occur during implementation, the applicant will monitor excavation activity. In the event that archeological deposits, including any Native American pottery, stone tools, bones, or human remains are uncovered, the project shall be halted and the applicant shall stop all work immediately in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds. All archeological findings will be secured and access to the sensitive area restricted. In the event of human burials, Vermont statutes regulating human remains and archeological sites (<http://www.wcl.american.edu/burial/vt.cfm>) will be followed and the applicant will inform the Office of the Medical Examiner, the State Archeologist, the Vermont Department of Environmental Conservation, as appropriate, and FEMA immediately. FEMA will consult with the SHPO or THPO and Tribes. Work in sensitive areas cannot resume until consultation is completed and appropriate measures have been taken to ensure that the project is in compliance with the National Historic Preservation Act.
2. The applicant must follow all applicable local, state, and federal laws, regulations, and requirements for the abatement and disposal of lead, asbestos, and other routinely encountered hazardous substances. If there is an unusual material encountered or there is an extraordinary amount of lead, asbestos, or other routinely encountered material the applicant must contact the Grantee and the Grantee must contact FEMA. The applicant must also contact the relevant agency with authority for regulation of the material.
3. As a project condition the applicant must consult with VTDEC and US Corps of Engineers for obtaining all required federal, state and local permits including Section 404 permit from the US Army Corps of Engineers. FEMA must be provided documentation of the contacts and copies of any and all permits issued before work is commenced. Any conditions imposed on the permits will become conditions of this approval. The applicant should contact Michael Adams or Martha Abair, Vermont Field Office, USACE (802-872-2893) to determine if the undertaking is exempt or qualifies under the Corps' *Programmatic General Permit* for Vermont (effective 12/05/2007-12/05/2012).
4. If deviations from the proposed scope of work result in design changes, the need for additional ground disturbance, additional removal of vegetation, or result in any other unanticipated changes to the physical environment, the Grantee must contact FEMA, and a re-evaluation under NEPA and other applicable environmental laws will be conducted by FEMA.

Other Required Project Specific Conditions

1. Construction activities that result in disturbed ground must be protected against erosion into nearby waterways. The Town must follow the Clean Water Act's: "Best Management Practices, BMP" for erosion control during construction of this project. This includes, the applicant applying for all local, state, and federal permits and easements necessary to complete the project and obtaining these permits prior to commencement of any work. Any conditions of these permits become conditions of this grant, project, and environmental review. In accordance with FEMA Guidelines, applicants are required to comply with the federal law provisions of: the Water Pollution Control Act, as amended; Section 10 of the Rivers and Harbors Act; and Section 404 of the Clean Water Act, requirements regarding acquisition of appropriate permits or determinations from the U.S. Army Corps of Engineers (USACE) for projects funded by FEMA. All correspondence (including copies of any permits issued by USACE) regarding these determinations should be coordinated with and copies forwarded to FEMA. The applicant must follow all applicable local, state, and federal laws, regulations, and requirements and/or obtain proper local, state, and federal permit

concerning this project. Any conditions of this process or these regulations, laws, and policies become conditions of this grant, project, and environmental review.

2. 10 VSA Chapter 41 and Act 110 require the Applicant to obtain a Stream Alteration Permit from the Rivers Management Program, Department of Environmental Conservation (DEC), for any stream crossing or work in a permanent stream. The Applicant is advised to contact Jaron Borg: River Management Engineer 802 371-8342 to discuss any permit requirements. Any permit conditions become a condition of this FEMA grant.
3. As long as the appropriate soil erosion/siltation control measures and the best management practices for roads and culverts (e.g. placing culvert inverts at or slightly below grade in the bed of the stream to accommodate fish passage, working during low flow summer periods, etc.) are utilized; harm to fish and wildlife will be minimized.
4. The culvert must be constructed in such a way as to not inhibit the movement of aquatic organisms, particularly fish. The culvert invert must be placed approximately 6" in the streambed or an arch or bottomless structure must be used.
5. Use of existing field stones is encouraged where possible, without interfering with the capability of the new structure.
6. The applicant must seed, mulch, and replant any disturbed ground with native shrubs and vegetation. A special effort shall be made to plant native vegetation at higher bank elevations

Monitoring Requirements:

Quarterly Reports and final inspection of scope of work and accounting records are required.

Final Guidance, 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards became effective 12/26/2014 for Federal awards that are issued post 12/26/2014. This regulation supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in 2 C.F.R. Parts 220, 225, 215, and 230); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. See final guidance and OMB Policy Statements for more information.

2 CFR 180 OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)
2 CFR 215 (formerly A-110) Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
2 CFR 220 (formerly A-21) Cost Principles for Education Institutions,
2 CFR 225 (formerly A-87) Cost Principles for State, Local and Indian Tribal Governments,
2 CFR 230 (formerly A-122) Cost Principles for Non-Profit Organizations, and
A-133 Audits of States, Local Governments and Non-Profit Organizations.

This Agreement is also subject to the requirements of the State of Vermont grant and audit policies. The most pertinent bulletins and addendums are:

Bulletin 5, Single Audit Policy for Agreements
Bulletin 5 - Procedure #1
Bulletin 5 - Procedure #2

This agreement is subject to the requirements for the federal agency providing the funds. This agreement is subject to the following Code of Federal Regulation (CFR) and Grant Guidance:

CFR 44 – Emergency Management and Assistance

